

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
BGR Government Affairs, LLC	5430

3. This amendment is filed to accomplish the following indicated purpose(es):

- ☐ To give notice of change in information as required by Section 2(b) of the Act.
- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for the 6 month period ending _____
- ☐ Other purpose (*specify*) _____
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

February 1, 2020 Agreement between the Minister of National Defense for Republic of Poland and BGR Government Affairs, LLC.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains.

The agreement between the Registrant and Minister of National Defense for Republic of Poland (former foreign principal) was previously updated and is outlined in the attached written agreement.

Please note the dates (February 1, 2020 through January 31, 2021), the Registrant was unaware that this previously executed agreement was not filed. The Registrant has continued filing all other documents (including but not limited to supplemental filings and informational materials, etc.) as if this update was submitted earlier.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature ¹
August 10, 2021	Chelsea J. Bacher	<div>Sign</div> /s/ Chelsea J. Bacher eSigned
		<div>Sign</div>
		<div>Sign</div>
		<div>Sign</div>

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is between the Minister of National Defense of the Republic of Poland (the "MOD of Poland") and BGR Government Affairs, LLC, a Delaware limited liability company ("BGR") with its principal place of business at The Homer Building, Eleventh Floor South, 601 Thirteenth Street, NW, Washington DC 20005. For purposes of this Agreement, the MOD of Poland and BGR are referred to collectively as "the Parties".

Scope of Work: BGR under direction and guidance of the MOD of Poland will provide the MOD of Poland with strategic counsel and tactical planning advice and services on military and defense relations with the U.S. Government. As part of BGR's work on behalf of the MOD of Poland, BGR will provide counsel for MOD of Poland on other bilateral issues as necessary that could arise in relation to the Poland-U.S. defense partnership. BGR's activities in relation to the U.S. Government will consist of communications with and lobbying of Congress and departments of the executive branch, as appropriate. BGR will provide the MOD of Poland with public relations assistance in support of its government relations work. BGR will also provide the MOD of Poland crisis communications services on request. BGR declares that it has at its disposal all necessary and appropriate staff, resources and expertise means to provide such advice and services on a timely basis and is adequately experienced and qualified to fulfill all obligations arising from this agreement. BGR will provide the MOD of Poland with monthly written reports on activities undertaken. BGR, in performing its duties under the Agreement, will comply with all applicable laws and regulations, including the Foreign Agents Registration Act, Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act of 2007, and the Lobbying Disclosure Act of 1995 as amended.

Designated persons: A person authorized to implement this Agreement on behalf of MOD of Poland is the Deputy Minister responsible for international affairs or any other person designated by the MOD of Poland. A person authorized to implement this Agreement on behalf of BGR is Todd Eardensohn, Chief Financial Officer.

Fees & Term: In consideration for the services provided by BGR, the MOD of Poland agrees to pay BGR fixed price of USD\$70,000 gross per month for services from February 1, 2020 through January 31, 2021. BGR will cede to the MOD of Poland all copyrights which may apply to the services provided by BGR within the scope of this Agreement.

Invoicing: The MOD of Poland will pay BGR's fee in monthly installments. BGR will invoice the MOD of Poland at the end of each 30-day period beginning March 1, 2020.

BGR will include with each invoice a written status report of its work, as of the date of each invoice. Such report will be reviewed by the MOD of Poland. If the MOD of Poland is satisfied, it will accept the invoice and fulfill the payment. However, if after receiving the report, the MOD of Poland does not feel that this report has provided services at the volume or caliber that it expected, it may request supplemental information or corrective action. The invoice will be paid to BGR within 14 days of the issuance of the certificate.

Confidentiality: BGR shall use any information disclosed to BGR by the MOD of Poland under this Agreement as a Confidential Information, solely for the purposes expressly contemplated by this Agreement. For the purpose of this Agreement, "Confidential

Information” shall mean all of BGR’s work products under this Agreement except for final materials prepared for public disclosure, and all other nonpublic, confidential or propriety information of MOD of Poland, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained whether or not patentable or copyrightable and whether or not marked, designated or otherwise identified as “confidential”, including without limitation, discussion, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning the MOD’s of Poland operations. BGR agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of contract or afterwards, unless it is required by law.

BGR may not subcontract any services under this Agreement to a third party without the prior written consent of the MOD of Poland.

Jurisdiction: Any dispute, controversy or claim arising out of or relating to: (a) this Agreement; (b) the breach, termination or invalidity hereof; or (c) any non-contractual obligations arising out of or in connection with this Agreement shall first be settled by consultations between the Parties. If such dispute fails to be resolved amicably within 1 month from initiating consultations, each Party shall be entitled to bring a claim to arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. There shall be one arbitrator and the appointing authority shall be LCIA (London Court of International Arbitration). The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. Each Party hereby waives any rights under the Arbitration Act 1996 or otherwise to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of England.


Termination: Either Party may terminate this Agreement by giving thirty (30) days written notice. In case of termination by either Party, the MOD of Poland will be liable for the reasonable value of the work performed by BGR until the date of termination in excess of the fees paid prior to termination, and, if BGR has received any fees from a prior installment in excess of the reasonable value of the work actually performed through the date of termination, such excess fees will be returned by BGR.

Entire Understanding: This Agreement contains the entire understanding between the Parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both Parties.

For BGR Government Affairs, LLC


Todd Eardensohn
Chief Financial Officer

For the Minister of National Defense of the
Republic of Poland


Col Paweł Morske

Date: 31 January 2020

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